



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

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"To enrich lives through effective and caring service"

May 31, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 May 31, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**REQUEST FOR APPROVAL AND AWARD OF
AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR MASTER AGREEMENT
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Requesting approval to award and execute six As-Needed Small Office Equipment Repair Master Agreements and to execute additional Master Agreements with new Contractors as they become qualified during the term of the Master Agreement, to provide small office equipment maintenance services for County departments.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director, Internal Services Department (ISD), or his designee, to award and execute Master Agreements substantially similar to the attached standardized agreement (Attachment I) to the six Contractors listed on Attachment II to provide small office equipment repair service to departments countywide. The agreements will be effective July 1, 2016, for an initial term of three years, with two one-year extension options, and six month-to-month extensions.
2. Authorize the Director, ISD or his designee to: 1) execute agreements with new contractors as they become qualified pursuant to the open solicitation; 2) execute options to extend the Master Agreements; 3) execute applicable amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity; 4) execute applicable amendments to add/delete small office equipment maintenance-related service categories, brands and items to the agreements as they become necessary to meet the County's needs; 5) execute individual services requests from end users; and 6) suspend or terminate agreements for the administrative convenience of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD maintains a pool of qualified contractors to provide small office equipment maintenance services for all County departments. The recommended As-Needed Small Office Equipment Repair Master Agreements will provide County departments with a centralized source and streamlined process to obtain a variety of as-needed repair services for desktop computers, fax machines, mailing equipment, printers, scanners, identification card printers, and other similar small office equipment. Approval of the recommended agreements will ensure County departments continued access to a pool of qualified contractors past the June 30, 2016 expiration date of the current agreements.

Recommendation number 2 requests that authority be delegated to the Director, ISD or his designee to execute agreements with newly qualified contractors; exercise renewal options; execute applicable amendments should the original contracting entity merge, be acquired, or otherwise have a change in entity; add or delete service categories, brands and items; execute service orders and; suspend or terminate agreements for administrative convenience.

Implementation of Strategic Plan Goals

The recommended Master Agreement supports County Strategic Plan Goal Number 1, Operational Effectiveness, by effectively managing County resources to provide efficient and responsive small office equipment maintenance throughout the County.

FISCAL IMPACT/FINANCING

The Master Agreement does not guarantee any minimum amount of business and the County only incurs an obligation when work is performed. Expenditures resulting from these agreements vary each year based on departmental usage. For Fiscal Year 2016-17, the services provided under the recommended contracts are estimated at approximately \$1.7 million in the aggregate (based on historical usage). Funding for these services will be provided in Fiscal Year 2016-17 user departments' budgets. Future fiscal year funding will be requested in ISD and departmental budgets for each annual term and any extensions. Expenditures in any given year will remain within each department's budgeted appropriation for such services. Contract rates are fixed for the entire contract term, including extension options.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Master Agreements were approved as to form by County Counsel. The agreements contain the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program. ISD has determined that the proposed agreements are not subject to County Code 2.121 "Contracting with Private Business" and are therefore not subject to the County's Living Wage Program.

One of the six recommended vendors is certified as a Local Small Business Enterprise (LSBE). A summary of the Community Business Enterprise Program information for all vendors is provided in Attachment III.

CONTRACTING PROCESS

On December 8, 2015, ISD released a Request for Statement of Qualifications (RFSQ) for As-Needed Small Office Equipment Repair Master Agreement and posted the solicitation and contracting opportunity announcements on the County's "Doing Business with Us" website (Attachment IV). Seven Statements of Qualifications (SOQ's) were received and reviewed for compliance with the RFSQ. One vendor withdrew their submission. The six vendors listed in Attachment II were determined to be qualified and are being recommended for the Master Agreement.

New vendors may qualify for a Master Agreement at any time during the term of the contract by submitting an SOQ. These contractors will be subsequently added to the Master Agreement provided they meet the minimum requirements identified in the RFSQ. Thereafter, departments may use a contractor of choice based on pricing, proximity, responsiveness and/or quality of service.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that ISD and County departments continue to receive small office equipment repair services.

CONCLUSION

The Executive Office, Board of Supervisors, is requested to return one stamped copy of the approved Board letter to the Director, ISD.

Respectfully submitted,



DAVE CHITTENDEN
Chief Deputy Director

DC:JS:YY:as

Enclosures

c: Chief Executive Officer
County Counsel



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

INTERNAL SERVICES DEPARTMENT

AND

(CONTRACTOR)

FOR

**AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR
MASTER AGREEMENT**

**AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR MASTER AGREEMENT
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- EXHIBIT B: CONTRACTOR'S ADMINISTRATION
- EXHIBIT C: CONTRACTOR'S EEO CERTIFICATION
- EXHIBIT D: JURY SERVICE ORDINANCE
- EXHIBIT E: SAFELY SURRENDERED BABY LAW
- EXHIBIT F: DEFAULTED TAX PROPERTY REDUCTION PROGRAM
- EXHIBIT G: CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT
- EXHIBIT H: CONTRACTOR'S STATEMENT OF QUALIFICATIONS SUBMITTAL FORM
- EXHIBIT I: BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")
- EXHIBIT J: STATEMENT OF WORK (SOW)
- EXHIBIT K: AUTHORIZED EQUIPMENT LIST & PRICING SCHEDULE

SAMPLE MASTER AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES,
INTERNAL SERVICES DEPARTMENT
AND

FOR
AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR
SERVICES

This Master Agreement and Exhibits made and entered into this ___ day of _____, 20__ (“Effective Date”) by and between the County of Los Angeles, Internal Services Department (ISD) hereinafter referred to as “County”, and _____, hereinafter referred to as “Contractor”, to provide As-Needed Small Office Equipment (SOE) Repair Services.

RECITALS

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the County may contract with private businesses for As-Needed SOE Repair Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing As-Needed SOE Repair; and

WHEREAS, the Board of Supervisors has authorized the Director of ISD or designee to administer this Master Agreement (MA), execute new Master Agreements, and terminate Master Agreements;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J and K are attached to and form a part of this MA. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base MA and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the MA and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F - Defaulted Tax Property Reduction Program
- 1.7 EXHIBIT G - Forms Required For Each Purchase Order Before Work Begins
- 1.8 EXHIBIT H - Contractor's Statement Of Qualifications Submittal Form
- 1.9 EXHIBIT I - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- 1.10 EXHIBIT J - Statement of Work
- 1.11 EXHIBIT K - Authorized Equipment List & Pricing Schedule

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor:** Identifies a **Qualified Contractor** who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by County and are valid and in effect at the time of a given Service Request award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the MA operations after the MA award.
- 2.3 Contractor's Authorized Official(s):** The individual designated by the Contractor with authority to execute documents.
- 2.4 County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.

- 2.5 **County's Master Agreement Program Manager (MAPM):** Person designated by Director with authority to add/delete Categories and/or Brands.
- 2.6 **County's Project Manager:** Person designated by MAPM to be the ISD contact for day-to-day administration of this MA.
- 2.7 **County's SR Directors-Authorized Departments:** Responsible for coordinating and monitoring the SR's for their specific Departments.
- 2.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 **Director:** Director of Internal Services Department (ISD).
- 2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 **Master Agreement (MA):** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent SRs.
- 2.12 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed MA with the Internal Services Department.
- 2.13 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through MA's.
- 2.14 **Services Request (SR):** Calls for service placed to Contractors to resolve, correct or assist in a particular situation. Notification may come in the form of phone call, e-mail, or directly through Contractor's Service Request System.
- 2.15 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.16 **Statement of Work:** A written description of tasks and/or deliverables desired by County for MA.
- 2.17 **Time and Material (T&M):** The Hourly Labor Rate and Material Cost as set forth in this Agreement, Exhibit J, EL&PS, for the as-needed repair services to be performed on equipment by the Contractor. County agrees to pay the Contractor based upon the actual services performed on the equipment by the Contractor's personnel (travel time is not permitted), and for the replacement parts used to repair equipment, as approved by the Authorized Department requesting services.

3.0 WORK

- 3.1 County Departments may select a Contractor from the list of MA Qualified Contractors that can service the specific manufacturer's equipment requiring service.
- 3.2 County Departments may use a Contractor of choice based on pricing, responsiveness, skills, resources and/or quality of service.
- 3.3 County Departments are not limited as to the amount that may be purchased against the MA's.
- 3.4 It is understood that it is possible that no SR's will be awarded to some MA Qualified Contractors.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This MA is effective upon the date of its execution by Director of ISD (Director) or designee as authorized by the Board of Supervisors. This MA shall expire on July 1, 2019 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the MA term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total MA term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 Contractor shall notify the County when this MA is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County at the address herein provided in Exhibit A.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this MA except pursuant to validly executed and satisfactorily performed Services Request. In each year of this MA, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to ISD by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the MA is the Contract Sum.

5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this MA. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this MA shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this MA.

5.4 Invoices and Payments

5.4.1 For providing the tasks, services, and other work authorized pursuant to this MA, Contractor shall separately invoice for each SR upon completion.

5.4.2 Payment for all work shall be on a Time and Material (T&M) basis, subject to the Total Maximum Amount specified in each SR.

5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to SR issued hereunder must receive the written approval of the County's Technical Equipment Maintenance Section (TEMS), who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.5 Invoices under this MA shall be submitted to the address set forth:

Technical Equipment Maintenance Section (TEMS)

County of Los Angeles

Internal Services Department

9150 E. Imperial Highway, Mailstop 44

Downey, CA 90242

5.4.6 Invoice Content

The Contractor shall submit invoices as prescribed in Exhibit Appendix J (Statement of Work) (SOW); Paragraph 10.3, Invoice Content.

5.4.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.5 Refunds and Other Payments

5.5.1 Contractor shall provide refunds and other moneys due to County such as for overpayments, liquidated damages, or fees assessed pursuant to the PRS, and/or for any other contractual or statutory reason, within thirty (30) days of the date on the written notification that equipment is cancelled from EL&PS, Exhibit B, or within thirty (30) days from when good faith demand is made for such other moneys.

5.5.2 Contractor shall remit refunds by check, payable to the County of Los Angeles, and mailed to:

Internal Services Department
1100 N. Eastern Ave.
Room 100, Cashier's Office
Los Angeles, CA 90063

County reserves the right to withhold payment, or to reduce payment, to satisfy such unpaid refund obligation that exceeds the thirty (30) day time limit specified above. Contractor shall not withhold services if such payment is held or reduced. In the event such payment withholding or reduction will not satisfy the refund obligation, and Contractor declines to submit a check to County for the moneys so owed, County reserves the right to terminate this Contract.

6.0 COUNTY ADMINISTRATION OF MASTER AGREEMENT

County's Administrative Personnel are listed in Exhibit A (County's Administration). The County will notify the Contractor, in writing, of any change in the names or addresses of County's Administration specified in Exhibit A (County's Administration).

6.1 DIRECTOR OF ISD

The Director of ISD (Director) or designee, shall have the authority to execute new MA's with vendors that have met the qualifications in one or more Categories/Brands and have been selected to become a Qualified Contractor, and terminate MA's in accordance with Paragraph 8.40 to Paragraph 8.46 (Termination of MA).

6.2 County's Master Agreement Program Director (MAPD)

6.2.1 County's MAPD, or his or her designee, is responsible for the administration of this MA ensuring that Contractors are in compliance with the terms and conditions of this MA and that the objectives of this MA are met.

6.2.2 The MAPD has the authority to negotiate and recommend all changes to this MA; approve and execute Amendments in accordance with Paragraph 8.1, Amendments, maintain and update all records related hereto; and resolve disputes between ISD and/or County departments and the Contractor.

6.3 County's Master Agreement Program Manager (MAPM)

The MAPM shall oversee any Change Notices pertaining to the Addition/Deletion of Categories/Brands.

6.4 County's Project Manager

The responsibility of the County's Project Manager include:

- County chief contact person with respect to the day-to-day administration of this MA.
- Be the first person for Contractor to contact with any questions.
- Will meet with the Contractor's Project Manager as necessary.
- The County's Project Manager shall prepare and issue Change Notices.

6.5 County's Service Request Director- Authorized Departments

The Service Request (SR) Director, or designee, is the approving authority for all work performed for the department.

6.5.1 The SR Director or designee from their respective Authorized Departments will be responsible for:

1. The administration of the SR ensuring that the SR objectives are met.
2. Ensuring that the technical standards and task requirements specified in each SR are complementary to each other.
3. Provide on request any information, coordination, documentation, and/or materials as may be reasonably required by Contractor to perform SR.
4. Coordinating and monitoring the work of Contractor personnel assigned to the SR.
5. Monitoring, evaluating and reporting Contractor performance and progress on the SR.
6. Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.5.2 SR Directors are not authorized to make any changes in SR labor rates, dollar totals or periods of performance, or in the terms and conditions of this MA, except through formally prepared Amendments, Paragraph 8.1 (Amendments and Change Notices).

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

Contractor's Administrative Personnel are listed in Exhibit B (Contractor's Administration). Contractor shall notify the County of any changes to Exhibit B (Contractor's Administration) in accordance with Paragraph 8.33, Notices, and shall submit a revised Exhibit B (Contractor's Administration) to the County. Such revised Exhibit B (Contractor's Administration) shall be incorporated into the MA by this reference.

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit B (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this MA and shall coordinate with County's SR Directors on a regular basis with respect to all active SR's.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this MA on behalf of Contractor.

7.3 Approval of Contractor's Staff

- 7.3.1 County has the absolute and ongoing right to approve or disapprove all of Contractor's Personnel performing work hereunder and any proposed changes in Contractor's Personnel, including, Contractor's Project Manager and Contractor's Authorized Official(s).
- 7.3.2 Subsequent to approval, and at the County's sole discretion, County may disapprove Contractor's Personnel and may require the replacement of such personnel with reasonable justification as determined by County. Reasonable justification may include, change in project priorities, scope, or cost, change in County policies, need for fewer or different personnel, personnel difficulties, performance difficulties, perceived or actual conflicts of interest, or other perceived or actual ethical, legal, or non-legal difficulties.

7.4 Contractor's Staff Identification

- 7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this MA with a photo identification badge.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this MA who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this MA. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information.

The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County.

Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE NOTICES

8.1.1 Amendments-Master Agreement

1. Board of Supervisors/Chief Executive Office Changes

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the MA during the term of this MA. The County reserves the right and the Contractor agrees to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the MA shall be prepared by County and executed by the Contractor and the Director of ISD or his or her designee.

2. In accordance with Paragraph 8.2 (Assignment and Delegation), any assumption, assignment, delegation, company name change or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, company name change or any other mechanism, under the MA, shall be done pursuant to an Amendment to the MA that is prepared by County and executed by the Contractor and the

Director of ISD or his or her designee. Such Amendment will be prepared only after County has granted its prior written approval.

3. Notwithstanding any other provisions of this Paragraph 8.1, for any change which affects the scope of work, term, payments, any condition, or any rights or obligations of this MA, an Amendment to the MA shall be prepared by County and executed by the Contractor and the Director of ISD or his or her designee.

4. Extensions of Term

The Director of ISD or his or her designee may, at his or her sole discretion, authorize the MAPD to extend this MA in accordance with Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time shall not change any other term or condition of this MA during the period of such extensions. An extension of time may be granted via an Amendment to the MA that is prepared by County and executed by the Contractors and the Director of ISD or his or her designee.

8.1.2 Change Notices-Master Agreement

1. Addition/Deletion of Categories/Brands-By County

Throughout the term of this MA the MAPM or his or her designee may, at his or her sole discretion, add to or delete from the Categories/Brands set forth in RFSQ Appendix A (Required Forms), SOQ Form 11 (Authorized Equipment List & Pricing Schedule (Categories/Brands)). To add or delete Categories/Brands, Contractor will be notified of change and will confirm the change via email, upon email confirmation, a Change Notice to the MA will be prepared and executed unilaterally by the Director of ISD or his or her designee.

2. Addition/Deletion of Categories/Brands-By Contractor

Throughout the term of the MA the Contractor may, at his or her sole discretion, add or delete from the Categories/Brands they service. To add or delete Categories/Brand, Contractor must notify County's Project Manager, County will create and execute a Change Notice unilaterally to the MA.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties or both, under this MA, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the MA, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this MA shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the MA, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this MA.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the MA which may result in the termination of this MA. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this MA for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this MA and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.4.1 Within fifteen (15) business days after the MA effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within three (3) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

- 8.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives,

guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this MA or under any project, program, or activity supported by this MA. The Contractor shall comply with Exhibit C (Contractor's EEO Certification).

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program: This MA is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D and incorporated by reference into and made part of this MA.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor

shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the MA, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the MA commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program.

The County may also require, at any time during the MA and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Paragraph of the MA may constitute a material breach of the MA. In the event of such material breach, County may, in its sole discretion, terminate the MA and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

8.8.1 No County employee whose position with the County enables such employee to influence the award of this MA or any competing MA, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this MA. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this MA. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 shall be a material breach of this MA.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this MA to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees

who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this MA.

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this MA, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the MA. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this MA, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County’s policy to encourage all County Contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The County’s Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM:

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or MA are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this MA to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this MA maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY’S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor’s performance under this MA on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all MA terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the MA in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this MA or impose other penalties as specified in this MA.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this MA meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this MA.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments and Change Notices), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this MA, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 FORCE MAJEURE

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this MA, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This MA shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MA and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This MA is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MA all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this MA are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this MA.

8.21.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this MA, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section and Section 8.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract.

Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000.00), and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Internal Services Department
9150 E. Imperial Hwy., Mailstop 46
Downey, CA 90242
Attention: Krystina Ido-Knox; ASM II

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County.

The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.24 INSURANCE COVERAGE

8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also

shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this MA that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame.

The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this MA.

8.25.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this MA provided by law or as specified in the PRS or Paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this MA as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this MA provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this MA, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to; employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this MA or under any project, program, or activity supported by this MA.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation shall constitute a material breach of this MA upon which the County may terminate or suspend this MA. While the County reserves the right to determine independently that the anti-discrimination provisions of this MA have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this MA.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this MA, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this MA.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This MA shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this MA, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this MA, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this MA. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of ISD, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this MA and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this MA shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A, County's Administration and Exhibit B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of ISD or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this MA.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this MA and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement of this MA); as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this MA, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this MA to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this MA within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this MA, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this MA with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this MA in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this MA. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this MA. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this MA and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.

All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this MA by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this MA. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph shall constitute a material breach of this MA upon which the County may terminate or suspend this MA.

8.37.3 If, at any time during the term of this MA or within five (5) years after the expiration or termination of this MA, representatives of the County may conduct an audit of the Contractor regarding the work performed under this MA, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this MA or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this MA exceed the funds appropriated by the County for the purpose of this MA.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this MA.

8.39 SUBCONTRACTING

- 8.39.1 The requirements of this MA may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this MA.
- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this MA, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this MA. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved

subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Internal Services Department
9150 E. Imperial Hwy., Mailstop 46
Downey, CA 90242
Attention: Krystina Ido-Knox; ASM II

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default under this MA. Without limiting the rights and remedies available to the County under any other provision of this MA, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this MA pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 County may terminate this MA, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Work Order or under this MA, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this MA or Work Order shall be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 TERMINATION FOR DEFAULT

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this MA, if, in the judgment of County's Project Director:

- Contractor has materially breached this MA;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this MA or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this MA, or of any obligations of this MA and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.42.2 In the event that the County terminates this MA in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this MA to the extent not terminated under the provisions of this Paragraph.

- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this MA, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every

case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MA.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this MA if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this MA or securing favorable treatment with respect to the award, amendment, or extension of this MA or the making of any determinations with respect to the Contractor's performance pursuant to this MA. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this MA forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MA.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this MA, upon which the County may in its sole discretion, immediately terminate or suspend this MA.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this MA, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this MA during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this MA in the County's Budget for each such future fiscal year.

In the event that funds are not appropriated for this MA, then this MA shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this MA or the application thereof to any person or circumstance is held invalid, the remainder of this MA and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this MA shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this MA shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MA.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this MA upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this MA and, at its sole discretion, deduct from the MA price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") - BUSINESS ASSOCIATE

9.1.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE)

9.2.1 This MA is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this MA. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this MA.
- 9.3.2 During the term of this MA and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this MA. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this MA, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this MA, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence.

County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

9.3.5 Notwithstanding any other provision of this MA, County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this MA.

9.4 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.4.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this MA. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

**AUTHORIZATION OF MASTER AGREEMENT
FOR
AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR
SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, ISD or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20____.

COUNTY OF LOS ANGELES

By: _____
Director
Internal Services Department

By: _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By: _____
Deputy County Counsel

**MASTER AGREEMENT FOR
AS-NEEDED SMALL OFFICE EQUIPMETN REPAIR MASTER AGREEMENT
(AS-NEEDED SOE REPAIR MA)**

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- D JURY SERVICE ORDINANCE
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- G CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT
- H CONTRACTOR'S STATEMENT OF QUALIFICATIONS SUBMITTAL FORM
- I BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")
- J STATEMENT OF WORK
- K AUTHORIZED EQUIPMENT LIST & PRICING SCHEDULE

COUNTY'S ADMINISTRATION

 CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

SERVICE REQUEST NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Yolanda Young
 Title: Contracts Division Manager
 Address: 1100 N Eastern Ave
 Los Angeles, CA 90063
 Telephone: (323) 267-3101
 Facsimile: (323) 415-8664
 E-mail Address: yyoung@isd.lacounty.gov

COUNTY MASTER AGREEMENT PROJECT MANAGER (MAPM):

Name: Marie Nunez
 Title: Contracts Administration Division Manager
 Address: 1100 N Eastern Ave, Ste. 200
 Los Angeles, CA 90063
 Telephone: (323) 267-2492
 Facsimile: (323) 415-0895
 E-mail Address: mnunez@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ninfa Landeros
 Title: Administrative Service Manager, II
 Address: 9150 E. Imperial Highway
 Downey, CA 90242
 Telephone: (562) 940-3876
 Facsimile: (562) 803-1696
 E-mail Address: nlanderos@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR NAME *(as it appears on State filed document)*

SIGNATURE *(by Authorized Official; highest ranked Title)*

DATE

PRINT NAME

MASTER AGREEMENT PARAGRAPH:

7.1 CONTRACTOR's Project Manager (A) and Designee (B) *(responsible for Contractor's day-to-day activities as related to this Master Agreement and all active Work Orders):*

A. Name: _____	B. Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
E-Mail ID: _____	E-Mail ID: _____

7.2 CONTRACTOR's Authorized Official(s) *(authorized to execute documents under this Master Agreement on behalf of the Contractor):*

A. Name: _____	B. Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
E-Mail ID: _____	E-Mail ID: _____

43.0 Notices to CONTRACTOR shall be sent to the following address *(all notices or demands required or permitted to be given or made under this Master Agreement):*

Address: _____

Facsimile: _____

E-Mail ID: _____

CONTRACTOR'S ADMINISTRATION *(Continued)***CONTRACTOR NAME**

The responses to items #1 through #6 below are requested for informational purposes only.

1. If your firm is a corporation; enter state filed (legal) name (found on the Articles of Incorporation) and the state where Incorporated:

Name: _____

State: _____

2. Is your firm is a partnership? Yes No or, a sole proprietorship? Yes No

If yes, enter the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? Yes No

If yes, please list all DBA's and the County(s) of registration:

Name

County of Registration

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? Yes No

If yes, please enter;

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please provide your office facsimile number: _____

6. Please provide your office E-Mail address: _____

VENDOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	<input type="checkbox"/>	<input type="checkbox"/>
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	<input type="checkbox"/>	<input type="checkbox"/>
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/>	<input type="checkbox"/>
4. When areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	<input type="checkbox"/>	<input type="checkbox"/>

Signature

Date

Name and Title of Signer (Please Print)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

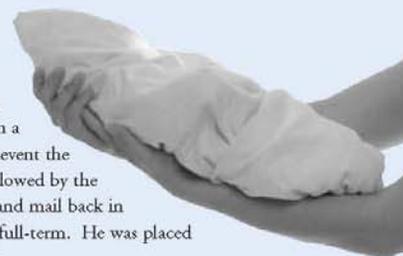
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;

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8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Purchase Order. Work cannot begin on the Purchase Order until County receives this executed document.)

Contractor Name _____

Purchase Order No _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**AS-NEEDED SMALL OFFICE EQUIPMENT
REPAIR MASTER AGREEMENT
STATEMENT OF QUALIFICATION SUBMITTAL FORM**

This serves as an application for the As-Needed Small Office Equipment Repair Master Agreement.

To Complete the Statement of Qualification:

1. Check off/fill out all the requirements met and sign form
 - Minimum Qualifications (applies to all vendors)
 - Category Specific Qualifications (only complete sections in categories you intend to apply for)
2. Attach all applicable documents listed in Required Forms section
3. Attach copies of the licenses/certificates/proof registrations checked off in specific categories
4. Vendor acknowledges and certifies that it meets the Minimum Qualifications listed in Paragraph 1.4 - Minimum Qualifications, and the applicable requirements of Paragraph 2.4 Preparation and Format of the SOQ of this Request for Statement of Qualifications (RFSQ).

County Use Only	
VENDOR NAME	AGREEMENT #
DATE RECEIVED	ANALYST

1.4 MINIMUM QUALIFICATIONS

MINIMUM REQUIREMENT

Your firm has performed ____ years of service within the ____ years

INSURANCE REQUIREMENTS

		County Use Only
GENERAL LIABILITY		
General Aggregate: \$2 million	<input type="checkbox"/>	<input type="checkbox"/>
Products/Completed Operations Aggregate: \$1 million	<input type="checkbox"/>	<input type="checkbox"/>
Personal and Advertising Injury: \$1 million	<input type="checkbox"/>	<input type="checkbox"/>
Each Occurrence: \$1 million	<input type="checkbox"/>	<input type="checkbox"/>
AUTO LIABILITY		
Auto Liability: \$1 million	<input type="checkbox"/>	<input type="checkbox"/>
WORKERS' COMPENSATION		
Each Accident: \$1 million	<input type="checkbox"/>	<input type="checkbox"/>
Disease – Policy Limit: \$1 million	<input type="checkbox"/>	<input type="checkbox"/>
Disease – Each Employee: \$1 million	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED FORMS		
APPENDIX A		County Use Only
SOQ Form 1: Vendor's Statement of Qualification Submittal Form	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 2: Vendor's Organization Questionnaire/Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 3: Vendor's References	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 4: Vendor's List of Contracts	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 5: Vendor's List of Terminated Contracts	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 6: Certification of No Conflict of Interest	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 7: Familiarity with County Lobbyist Ordinance Certification	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 8: Attestation of Willingness to Consider GAIN/GROW Participants	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 9: Contractor Employee Jury Service Program Certification Form and Application for Exception	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 10: Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 11: Authorized Equipment List & Pricing Schedule	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 12: Certification Of Independent Price Determination & Acknowledgement Of RFSQ Restrictions	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 13: Authorization - Signature Page of Master Agreement (Two originals)	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 14: Contractor's EEO Certification- Exhibit F of Master Agreement (One original)	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 15: Contractor's Administration - Exhibit E of Master Agreement (One original)	<input type="checkbox"/>	<input type="checkbox"/>
SOQ Form 16: Contractor's Acknowledgement and Confidentiality Agreement	<input type="checkbox"/>	<input type="checkbox"/>
VENDOR SUPPLIED		
Certificate of Good Standing (if Corporation or LLC)	<input type="checkbox"/>	<input type="checkbox"/>
Statement of Information (if Corporation or LLC)	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership (if Limited Partnership)	<input type="checkbox"/>	<input type="checkbox"/>
Statement of Pending Litigation	<input type="checkbox"/>	<input type="checkbox"/>
ACORD Certificate of Insurance	<input type="checkbox"/>	<input type="checkbox"/>
LA County named additional insured	<input type="checkbox"/>	<input type="checkbox"/>

APPLICANT ACKNOWLEDGES THAT IF ANY FALSE, MISLEADING, INCOMPLETE, OR DECEPTIVELY UNRESPONSIVE STATEMENTS IN CONNECTION WITH THIS SOQ ARE MADE, THE SOQ MAY BE REJECTED. THE EVALUATION AND DETERMINATION IN THIS AREA SHALL BE AT THE DIRECTOR'S SOLE JUDGMENT AND HIS/HER JUDGMENT SHALL BE FINAL.

I DECALARE UNDER PENALTY OF PERJURY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PREPARER'S SIGNATURE		DATE
PRINT PREPARER'S NAME	TITLE	
ADDRESS	CITY , STATE	

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or

received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. **REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business

Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the

request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent

that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the

Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

STATEMENT OF WORK
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1.0 SCOPE OF WORK

Contractor shall provide as-needed one-time break/fix repair services, on a Time and Material (T&M) basis, for various Small Office Equipment (SOE), including peripherals, as written in this Statement of Work (SOW) in order to bring equipment to its original working state.

2.0 DEFINITIONS

- 2.1 **Accessories:** Products that can be added to equipment in order to make it more useful, versatile, or efficient.
- 2.2 **Acquisition Costs:** The price invoiced to Contractor by its supplier(s), plus any incurred costs to Contractor for all direct costs, including but not limited to transportation, warehousing, and administration costs. "Acquisition Costs" do not include profit margin to Contractor.
- 2.3 **Authorized Departments:** County Departments that established a Service Level Agreement with the Technical Equipment Maintenance Section (TEMS) and have been approved to use this Master Agreement.
- 2.4 **Business Days:** Monday through Friday, unless otherwise specified, excluding County holidays.
- 2.5 **Business Hours:** 8:00 AM to 5:00 PM, during business days, unless otherwise specified, excluding County holidays.
- 2.6 **Consumables:** Products for equipment that consumers buy recurrently and are periodically discarded.
- 2.7 **Days:** Calendar days, unless otherwise specified.
- 2.8 **Desktop:** Small or compact enough to fit or be used on a desk.
- 2.9 **Contract Discrepancy Report (CDR):** The form issued by and at County Contract Project Manager's discretion when it is determined that the Contractor did not achieve satisfactory (an acceptable quality level) performance.
- 2.10 **Equipment List & Pricing Schedule (EL&PS) -** Complete list of all Equipment under specific Categories, including Hourly rates for repairs, that Contractor is authorized to work on. **Please see Exhibit J, EL&PS.**
- 2.11 **Performance Requirements Summary - SOW-Attachment I (PRS):** Identifies requirements of the SOW that will be reviewed by County to ensure that Contractor meets Contract performance standards.
- 2.12 **Service Request (SR):** Calls for service placed to Contractors to resolve, correct or assist in a particular situation. Notification may come in the form of phone call, e-mail, or directly through Contractor's Service Request System.
- 2.13 **Small Office Equipment (SOE):** Equipment that is typically small enough to be placed on a desktop. Refer to **Exhibit J, EL&PS** for the Categories of equipment that are considered small office.
- 2.14 **Time & Material (T&M):** The Hourly Labor Rate and Material Cost as set forth in this **MA, Exhibit J, EL&PS**, for the as-needed repair services to be performed on equipment by the Contractor.

3.0 COUNTY RESPONSIBILITIES

County will administer the Master Agreement according to the Appendix H (Sample Master Agreement), Paragraph 6.0, (County Administration of Master Agreement). County's responsibilities are as follows:

3.1 Internal Services Department (ISD) Technical Equipment Maintenance Section (TEMS):

3.1.1 The TEMS will act as the County's Master Agreement Project Manager (MAPM) for this Master Agreement. Responsibilities include:

- A. Monitoring Contractor's performance in the daily operation of this Master Agreement.
- B. Authorize Departments to use this Master Agreement through a Service Level Agreement.
- C. Maintain, update, and provide list of Authorized Departments.
- D. Preparing Change Notices in accordance with the Appendix H (Sample Master Agreement), Paragraph 8.1, (Amendments and Change Notices).

3.2 Authorized Departments shall place SRs directly with the Contractor. Responsibilities, unless otherwise specified shall include:

3.2.1 Authorizing Contractors to commence repairs within their delegated authority and requesting approval from MAPM when repairs exceed their delegated authority.

3.2.2 Approving service tickets, replacement parts, offsite repairs, and the completion of repairs.

4.0 CONTRACTOR RESPONSIBILITIES

Contractor's responsibilities are as follows:

4.1 Contractor's Office

4.1.1 Contractor shall maintain an office with a telephone number and a physical location in Los Angeles County or its neighboring counties. This office shall be in the Contractor's business name and shall be where the Contractor conducts business.

4.1.2 Contractor shall maintain normal business hours of 8:00 AM to 5:00 PM PST, Monday through Friday, excluding County holidays, unless otherwise specified.

4.1.3 The office shall be staffed during the hours of 8:00 AM to 5:00 PM PST, Monday through Friday, by at least one employee who shall communicate clearly in English, orally and in writing, in order to answer calls to relay messages, document SRs, inquiries and complaints about the Contractor's performance as specified in the Master Agreement.

4.1.4 During non-business hours, an answering service shall be available to receive calls. The Contractor shall respond to calls received by the answering service per response times indicated as set forth in this SOW 6.4, Service Request Response and Resolution. Failure of the Contractor to answer or respond to calls within the specified timeframe may cause an assessment of the fee set forth in Attachment I, PRS.

4.2 Servicing all County Locations

4.2.1 Contractor commits to servicing County equipment located in any public or government agency located within the nine (9) county region of Southern California, including counties of Kern, Orange, Riverside, San Bernardino, San Diego, and Ventura, and any municipalities, Special Districts, or Political Subdivisions of any of the above-listed counties.

4.2.2 Contractors shall be responsible for parking and travel expenses. County will not reimburse Contractor for parking and/or travel expenses.

4.3 Contractor Project Manager

4.3.1 Contractor shall provide a full-time Project Manager and designated alternate as set forth in Appendix H, (Master Agreement), Paragraph 7.0 (Administration of Contract – Contractor). County must have access to the Project Manager or designated alternate during normal business hours Monday through Friday, 8:00 AM to 5:00 PM.

4.3.2 Contractor Project Manager or designated alternate shall act as a central point of contact with the County.

4.3.3 Contractor Project Manager and designated alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement.

4.3.4 Contractor Project Manager and designated alternate shall be able to effectively communicate, in English, both orally and in writing.

4.3.5 Contractor Project Manager or designated alternate shall work directly with the MAPM to administer the Master Agreement. This, unless otherwise specified, shall include; handling additions, deletions, and modifications to the Equipment List and Pricing Schedule (“EL&PS”), resolving service related issues, and billing problems.

4.3.6 In the event that Contractor Project Manager or designated alternate changes, Contractor shall immediately notify the MAPM. Contractor shall provide the name, address, telephone, and e-mail address of the new contact person. Failure of the Contractor to notify the MAPM may cause an assessment of the fee set forth in Attachment I, PRS.

4.4 Personnel

- 4.4.1 Contractor shall assign a sufficient number of personnel to perform the required work in a timely matter. At least one (1) employee on-site shall be authorized to act for Contractor in every detail.
- 4.4.2 Contractor personnel assigned to County facilities shall be able to communicate, in English, both orally and in writing.
- 4.4.3 Contractor shall be required to background check their personnel as set forth in Appendix H, (Master Agreement), Paragraph 7.5 (Background and Security Investigations).
- 4.4.4 For equipment that is located at any Health Services Department or Law Enforcement Departments as in Sheriff's Department and Fire Department, Contractor personnel servicing the equipment must meet the requirements for background clearance as set forth by the Department(s).

4.5 Uniforms/Identification Badges

- 4.5.1 Contractor personnel assigned to service equipment on County facilities shall wear an appropriate uniform at all times. Uniform shall consist of appropriate and professional top and bottom wear. Uniform top shall contain the company name on it. All uniforms, as required and approved by the County, will be provided by and at Contractor's expense.
- 4.5.2 Contractor personnel shall wear Contractor-provided identification badges while performing services in County facilities. Identification badges shall be clipped to professional top.
- 4.5.3 Contractor shall ensure their personnel are appropriately identified as set forth in Appendix H, (Master Agreement), Paragraph 7.4 (Contractor's Staff Identification).

4.6 Materials and Equipment

- 4.6.1 It is the responsibility of the Contractor to furnish its personnel with diagnostic equipment and service manuals for all equipment to be repaired under this Master Agreement. Also, Contractor shall equip its personnel with tool kits to repair or replace components while repairing equipment.
- 4.6.2 The purchase of all materials, equipment, and tools to provide the as-needed break/fix repairs shall be the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor personnel, according to the latest requirements of Federal, State, County and City regulations.
- 4.6.3 If Authorized Departments have County owned replacement parts in stock, Contractor shall use such parts to repair equipment.

4.6.4 All equipment shall be checked daily for safety. All Contractor personnel must wear safety and protective gear according to current California Occupational Safety & Health Administration (Cal/OSHA) and Federal Occupational Safety & Health Administration (OSHA) standards.

4.7 Workmanship

All work provided by the Contractor shall conform to the latest requirements of Federal, State, County and City regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Master Agreement.

4.8 Work Area

4.8.1 Contractor will ensure that the work area is kept clean and free of debris, as necessary, to maintain a safe working environment for County personnel. While working on equipment, Contractor agrees to perform repairs with as little disruption to the County's operations as possible.

4.8.2 All County property shall be returned to its original position prior to leaving premises at the end of each working day, unless repairs or work area does not permit it. All tools, equipment and other work materials belonging to the Contractor shall be removed from the premises at the end of each working day. The County is not responsible for storage of any Contractor property.

4.9 Training

4.9.1 Contractor shall provide training programs for all the Contractor's new personnel and continue in-service training for all personnel working under this Master Agreement. Training shall be related to the services set forth in this Master Agreement in the equipment categories to be serviced by the Contractor.

4.9.2 Contractor personnel assigned to County facilities shall be trained in their assigned tasks and in the safe handling of equipment used to service County equipment.

4.9.3 If required by the County, Contractor personnel servicing County equipment must attend scheduled County training programs. Failure of Contractor to attend required County training programs may cause an assessment of the fee set forth in Attachment 1, PRS.

4.10 Call Tracking System

Contractor shall maintain a call tracking system and, at a minimum include:

4.10.1 Contractor SR ticket number.

4.10.2 County SR ticket number, if applicable.

4.10.3 Dates and times for the following; when SRs are placed, dispatched, on-site arrival, and completed.

4.10.4 Total time from open to close of service.

4.10.5 Authorized Department Name.

4.10.6 Name of the person who placed the SR.

- 4.10.7 Brand of the equipment.
- 4.10.8 Model of the equipment.
- 4.10.9 Serial number of the equipment.
- 4.10.10 Current status.

Information regarding SR shall be made available electronically to the County Internal Services Department and Authorized Departments within one (1) business day of request. Failure of the Contractor to provide the requested information within the specified timeframe may cause an assessment of the fee set forth in Attachment I, PRS.

4.11 Service History Report

Contractor shall maintain and provide to the MAPM an electronic report, compatible with Microsoft excel, on a quarterly basis and within five (5) days of request. Unless otherwise specified, the report shall include the following from the previous quarter:

- 4.11.1 Master Agreement number and Annual Billing Number.
- 4.11.2 Contractor SR ticket number.
- 4.11.3 County SR ticket number (if applicable).
- 4.11.4 Authorized Department name.
- 4.11.5 Name of the person who placed the SR.
- 4.11.6 Type of equipment.
- 4.11.7 Brand of the equipment.
- 4.11.8 Model of the equipment.
- 4.11.9 Serial number of the equipment.
- 4.11.10 Description of defects or malfunctions.
- 4.11.11 Description of solution, including description of replacement parts (if applicable).
- 4.11.12 Dates and times for the following: when SRs are placed, dispatched, on-site arrival, and completed.
- 4.11.13 Total time from open to close of service.
- 4.11.14 Hourly labor cost.
- 4.11.15 Material cost.
- 4.11.16 Subtotal.
- 4.11.17 Tax.
- 4.11.18 Total.
- 4.11.19 Invoice Number.

Quarterly reports shall be received by the following dates: October 15, January 15, April 15 and July 15. Failure of the Contractor to provide the requested information within the specified timeframe may cause an assessment of the fee set forth in Attachment I, PRS.

4.12 Deliverables

DELIVERABLES	DUE DATE	SOW REFERENCE
Call Tracking System	Within one (1) day of request	4.10
Electronic Service History Report	Every Quarter (i.e., October 15, January 15, April 15 and July 15) and within five (5) days of request	4.11
Quality Control Plan	Within fifteen (15) days after Contract award and as requested	13.0

5.0 SERVICE REQUIREMENTS

5.1 Services are solely for as-needed break/fix repairs of various types of SOE as listed on the categories of Exhibit J, EL&PS. Services are for one-time break/fix repairs and, unless otherwise specified, shall include:

5.1.1 Hardware.

5.1.2 Replacement of all part(s) that become worn or inoperable, or that otherwise affects the equipment operability in any way.

5.1.3 Installation of damaged software.

5.1.4 Other installation, diagnostics, configuration, and troubleshooting necessary to bring equipment back to its original working state.

5.1.5 Transfer of existing data to equipment as identified by the County.

5.2 Services shall also include repairs that are for factors outside of normal use, such as; any willful act, negligence, abuse or misuse of the equipment, previous services performed by personnel other than Contractor personnel, transportation of the equipment, accidents, use of the equipment with non-compatible hardware or software components, electrical power malfunction or extreme heating, cooling or humidity ambient conditions, and re-installation or relocation of equipment.

5.3 Contractor shall only perform repairs for the type of equipment and brands listed on the Exhibit J, EL&PS.

5.4 Service Request Response and Resolution

Contractor shall adhere to the following response and resolution times:

Service Request Response and Resolution			
Levels	Hours of Support	Response	Resolution
Level 1	24 hours by 365 days (24/7) per year, including weekends and holidays	Forty-five (45) minutes to no more than sixty (60) minutes from the time an SR is placed	Eight (8) hours to no more than twelve (12) hours from the time an SR is placed

Levels	Hours of Support	Response	Resolution
Level 2	Eight (8) business hours by five (5) business days by 52 weeks per year (8x5), excluding weekends and holidays	Four (4) business hours to no more than six (6) business hours from the time an SR is placed	One (1) business day to no more than two (2) business days from the time an SR is placed
Level 3	Eight (8) business hours by five (5) business days by 52 weeks per year (8x5), excluding weekends and holidays	Six (6) business hours to no more than eight (8) business hours from the time an SR is placed	Three (3) business days to no more than four (4) business days from the time an SR is placed

- 5.5 Calls may take place outside of the normal working hours, including weekend and holidays.
- 5.6 Failure of Contractor to meet the SR response and resolution times required by the Authorized Department requesting services may cause an assessment of the fee set forth in Attachment 1, PRS.
- 5.7 Advance notice is required and it is up to the Authorized Department's discretion and approval to exceed the required resolution time, including, at a minimum; a placement of a special order for replacement parts.
- 5.8 When requested, Contractor shall immediately provide status or additional information to the Authorized Department regarding any SRs placed as referenced in this SOW, 4.10, Call Tracking System.
- 5.9 If the Authorized Department obtaining services experiences service related problems, MAPM shall escalate issues through Contractor's chain of command. If after a reasonable effort, as determined by County, Contractor is unable to adequately repair equipment covered under this Master Agreement, County reserves the right to request repair services from a second Vendor. The original Contractor shall reimburse County for the cost of repair.

6.0 MATERIAL REQUIREMENTS

- 6.1 Contractor shall use new, original equipment manufacturer (OEM) parts or alternates that meet or exceed OEM standards.
- 6.2 Contractor shall bear financial liability for any damages that result from using parts that do not meet OEM standards and shall bear the expense of repairing or replacing damaged County equipment or property.
County assumes no responsibility and will not reimburse the Contractor for replacement parts that were ordered or installed prior to the authorization of the County. The replacement parts shall be included on the SR Ticket and approved by the County prior to the order placement and installation of replaced parts.

- 6.3** Contractor agrees to maintain an adequate supply and/or be able to obtain within a reasonable amount of time any necessary replacement parts in order to perform as-needed repairs in a timely manner.

7.0 EXCLUSIONS

Services provided under this Master Agreement **DO NOT** include the on-going maintenance of equipment or other equipment services not specified herein. Also excluded are furnishing consumables, accessories, attachments or software, except when software is necessary for the repair of the equipment to be brought to its original, working state.

8.0 SERVICE REQUESTS

- 8.1** Authorized Departments shall contact Contractor in the form of phone call, e-mail, or directly through Contractor's Service Request (SR) System.
- 8.2** Authorized Departments shall provide Contractor with information on the brand, model, description of problem, and the service level required.
- 8.3** Contractor shall provide Authorized Department, in writing, the expected time frame required to perform services and replace parts (if applicable) for Authorized Department's consideration and approval.
- 8.4** If an SR is incomplete because replacement parts must be ordered, the Contractor personnel shall provide a full written description of the replacement part(s) to be ordered, cost of replacement parts, and the expected date of technician's return with the replacement part(s). The expected date shall allow time for the de-commission and removal of replacement parts, order timeframe of replacement parts, and to complete repairs.
- 8.5** Contractor shall commence repair service upon Authorized Department approval when repair work estimates do not exceed two (2) hours of labor or Five Hundred Dollars (\$500.00) in replacement parts for each SOE.
- 8.6** Second level of approval from the MAPM is required when repair work estimates exceed two (2) hours of labor or \$500 in replacement parts for each SOE. Contractor shall contact MAPM for second approval prior to commencing repairs. County reserves the right to request an estimate on all work prior to Contractor commencing repairs.
- 8.7** Contractor shall inform the Authorized Department if the total cost of repairs exceeds the value of the equipment requested for service. Contractor shall commence repair service upon Authorized Department's review and approval.
- 8.8** Contractor shall provide the Authorized Department with a completed SR ticket, signed by the Department, for each SR before leaving County's premises. SR tickets shall, at a minimum, include:
- 8.8.1** Contractor SR ticket number.
 - 8.8.2** County SR ticket number (if applicable).
 - 8.8.3** Date of service.
 - 8.8.4** Brand of equipment.
 - 8.8.5** Model of equipment.
 - 8.8.6** Serial number of equipment.

- 8.8.7 Hourly labor rate.
 - 8.8.8 Cost for replacement parts.
 - 8.8.9 Description of work completed including parts replaced.
 - 8.8.10 Master Agreement number and Annual Billing number.
- 8.9** Contractor shall endeavor to perform all services on County premises. In the event that equipment must be removed from County premises for repair, prior approval from the Authorized Department must be obtained. Contractor shall have Authorized Department sign the SR ticket to authorize the removal of the equipment from County premises for repair.
- 8.9.1 Contractor shall provide a SR ticket with a full written description of the work to be accomplished and an estimated turnaround time to complete the repair service. The service ticket must also include brand, model and serial number of equipment that needs to be taken off-site. The service ticket shall be signed by the Contractor and Authorized Department.
 - 8.9.2 At the Authorized Department's discretion, prior to removing equipment from County premises for repair, Contractor shall certify that the data storage device on the equipment (when applicable), including, at a minimum, hard drives and flash memory, has been securely sanitized, destroyed and/or removed and given to the County.

A completed and signed SR ticket must be attached to each invoice submitted for payment to the TEMS. Failure of the Contractor to provide a completed and signed SR with each invoice may cause an assessment of the fee set forth in Attachment I, PRS.

9.0 ADDITION/DELETION OF BRANDS

County, at its sole discretion, may add or delete equipment types and brands:

- 9.1 Brands to be added shall be added effective on the first (1st) of the month.
- 9.2 Brands to be deleted shall be deleted effective on the last day of the month.
- 9.3 Updates to the types and brands to be repaired shall made within ten (10) business days upon receipt of a fully executed amendment.
- 9.4 All changes will be made in accordance to Appendix H, (Sample Master Agreement), Paragraph 8.1, (Amendments and Change Notices).

10.0 INVOICES AND PAYMENT

The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified herein, approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work. Contractor shall prepare invoices, which shall include itemized charges.

Contractor shall be reimbursed at the applicable material prices and hourly labor rates as set forth in this SOW and, Exhibit J, (EL&PS) to the Master Agreement.

Repair services are inclusive of any and all costs to deliver/perform requested repair services, to lodging, travel, and any other direct or indirect costs necessary to perform as-needed repairs as set forth in this Master Agreement. Contractor shall perform repair services on a T&M basis and shall abide by the following:

10.1 Time (Hourly Labor Rate)

- 10.1.1** Contractor's pricing shall not be increased during the term of the Agreement, including any subsequent extensions.
- 10.1.2** Contractor shall provide services and invoice at a thirty (30) minutes minimum with subsequent increments of thirty (30) minutes rounded up. Thirty (30) minutes shall be charged at half of the hourly rate.
- 10.1.3** Contractor shall invoice County only for hours worked (e.g. parking and travel time is not permitted and will not be paid).
- 10.1.4** Hourly labor rate shall begin upon Contractor's arrival at County facility and work has commenced. Hourly rates stop upon completion of repair services.
- 10.1.5** Hourly labor rates are not taxable.

10.2 Material

- 10.2.1** Material is for replacement parts required to complete as-needed break/fix repairs.
- 10.2.2** Material is taxable.
- 10.2.3** Material shall not exceed 15% markup of Contractor's acquisition cost, and must be itemized when invoiced. Subject to appropriate confidentiality restrictions, County may audit Contractor's acquisition costs in the event County desires verification of the price and such costs.

10.3 Invoice Content

Unless an alternate form or format has been authorized and/or required in writing by the MAPM, each invoice for charges within the scope of this SOW shall at a minimum provide the following information:

- A.** County's Contract Number and Annual Billing Number.
- B.** The date(s) on which billable services, parts, and/or materials were provided and the name of the individual who approved the work for the County.
- C.** The make, model number, description, serial number for each repair.
- D.** Total charges.
- E.** All factors used to derive the total charges.
- F.** A completed SR ticket must be submitted for each repair and attached to each invoice.

10.4 Invoice Submittal

Contractor shall consolidate all SRs by Annual Billing Number. Contractor shall submit an invoice for each Annual Billing Number for the month and submit invoices to the County by the 15th calendar day of the month following the month of repairs.

10.5 County Approval of Invoices

10.5.1 All invoices submitted by the Contractor for payment must be correct, properly formatted and delivered to the proper address, in accordance with the instructions above. All invoices must receive the written approval of the MAPM prior to any payment thereof. Subject to the above, approval for payment will be issued promptly for accepted work, and, in the absence of irregularities, payment should be made no later than thirty (30) days following County's receipt of a properly prepared, correct invoice. In no event shall the County be liable or responsible for any payment prior to such written approval. Failure of the Contractor to provide accurate invoices within the specified timeframe may cause an assessment of the fee set forth in Attachment I, PRS.

10.5.2 Contractor shall submit **all** invoices as set forth in Appendix H, (Sample Master Agreement), Paragraph 5.4 (Invoices and Payments) to the address listed below:

Technical Equipment Maintenance Section (TEMS)

Internal Services Department

9150 East Imperial Highway, Mailstop 44

Downey, CA 90242

10.6 Refunds and Other Payments

Contractor shall provide refunds and other moneys due to County such as for overpayments, liquidated damages, or fees assessed pursuant to the PRS, and/or for any other applicable reason, within thirty (30) days from when demand is made for other moneys.

Contractor shall remit refunds by check, payable to the County of Los Angeles, and mailed to:

Internal Services Department

1100 N. Eastern Ave.

Room 100, Cashier's Office

Los Angeles, CA 90063

11.0 WARRANTY

11.1 For the repair services to be performed, Contractor warrants that all tasks, deliverables, services, and other work performed under this Master Agreement will be performed in a timely and workmanlike manner, using only qualified trained personnel totally familiar with the equipment and its repair requirements.

- Further, Contractor warrants that all tasks, deliverables, services, and other work provided shall conform to the specifications for and to the standards generally observed in the industry for the same or similar tasks, deliverables, services, and other work.
- 11.2** All repair services performed on equipment by Contractor shall be warranted for a minimum of thirty (30) days from the date service is completed. No additional charges will be paid to Contractor if a warranty call for such equipment is placed within the thirty (30) days period. No additional payment will be made to Contractor if a warranty call for such equipment is placed within the thirty (30) days warranty period.
- 11.3** Contractor warrants that all tasks, goods, services, and other work required hereunder will be performed in a timely and professional manner by qualified and trained personnel experienced and knowledgeable as to the relevant equipment repair requirements.
- 11.4** In fulfillment of its responsibilities, Contractor may utilize and permit utilization of only personnel trained and experienced and, as appropriate, licensed or certified in the technology, trades, and tasks required by this Master Agreement.
- 11.5** Contractor warrants that it will maintain County equipment free from defects in workmanship and materials, so that all equipment shall conform to the performance capabilities, characteristics, specifications, functions, and standards applicable thereto as published by the manufacturer thereof.
- 11.6** Contractor warrants that it will repair County equipment with replacement parts that may be new standard parts produced by the manufacturer or alternates that meet or exceed OEM standards. All parts shall be certified by Contractor as meeting the performance standards, Engineering Change (“EC”) and/or Microcode Change (“MC”) levels, and specifications set by the manufacturer. In the event that Contractor is authorized to implement an EC and/or an MC on any equipment, Contractor warrants that it will strictly comply with the manufacturer’s procedures for implementing such EC and/or MC.
- 11.7** Contractor shall promptly and thoroughly proceed to the correction of any and all defects, errors, or omissions in the tasks, goods, services, and other work provided pursuant to this Master Agreement, as well as in the equipment for which Contractor is responsible. Correction of all Contractor defects, errors, or omissions shall be at no cost to County.
- 11.8** When Services provided are defective or unsatisfactory, Contractor agrees to correct problem within the service levels original requested or within four (4) business hours of notification by Authorized Department, whichever is less.

12.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. County is committed to purchasing Goods which are less harmful to the environment. Contractor shall notify the County of the Contractor’s new green initiatives implemented during the term of Contract.

13.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Division Manager, ISD Contract Division, or designee, for review within fifteen (15) business days after Contract Award, and as requested. Unless otherwise specified, the plan shall include the following:

- 13.1 Method of monitoring to ensure that Contract requirements are being met.
- 13.2 Mechanism that the Contractor will use to maintain records of all repairs conducted by Contractor, which is to include the time a problem was first identified, a clear description of the problem, any corrective action taken, and the time elapsed between identification and completed corrective action.

Failure to submit the requested information may cause an assessment of the fee set forth in Attachment 1, PRS.

14.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined on Appendix H, (Sample Master Agreement), Paragraph 8.14, County's Quality Assurance Plan.

14.1 Meetings

- 14.1.1 County and Contractor shall mutually agree to meet quarterly or on as-needed basis. The MAPM shall participate in all scheduled meetings between County and the Contractor. Failure to attend a scheduled meeting may cause an assessment of the fee set forth in Attachment 1, PRS.
- 14.1.2 County will not reimburse for costs associated with attending meetings (e.g. travel, parking, and meeting hours).

14.2 Master Agreement Discrepancy

- 14.2.1 County will notify Contractor if County finds Contractor is not complying with the Master Agreement. The problem shall be resolved within five (5) business days after notification, or a time period mutually agreed upon by the County and the Contractor. Failure of Contractor to resolve the problem within the time specified may cause an assessment of the fee set forth in Attachment 1, PRS.
- 14.2.2 The County will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County acknowledging the reported discrepancies. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County within seven (7) business days. Failure of Contractor to submit plan for correction of all deficiencies, within the time specified, may cause an assessment of the fee set forth in Attachment 1, PRS.

14.3 County Observations

In addition to ISD, other Authorized Departments may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours. However, these Authorized Departments may not unreasonably interfere with the Contractor's performance.

15.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS) - Exhibit 1:

Performance Requirements Summary sets forth required services that will be monitored by County during the term of this Master Agreement.

The services set forth in the PRS are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in this Master Agreement and the SOW. In any case of apparent inconsistency between services as stated in this Master Agreement and the SOW and this PRS, the meaning apparent in this Master Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in this Master Agreement and the SOW, apparent service will be null and void and place no requirement on Contractor.

When Contractor's performance does not conform to the requirements of this Master Agreement, County will have the option to apply the following non-performance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Deduct payment or assess fees from Contractor by a computed amount based on the deductions/assessment fee(s) in the PRS. Should fees be assessed, Contractor shall issue a check pursuant to Appendix H, (Sample Master Agreement), Paragraph 5.5, Refunds and Other Payments.
3. Reduce, suspend or cancel this Master Agreement for systematic problems, deliberate misrepresentations or unacceptable levels of performance.
4. Failure of Contractor to comply with, or satisfy the request(s) for improvement of performance, or to perform the neglected work specified within ten (10) business days, shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice(s).

This section does not preclude County's right to terminate Contract, in accordance with Appendix H, (Sample Master Agreement), Paragraph 8.41, Termination for Convenience and Paragraph 8.42, Termination for Default.

EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Specific Performance Reference	Specific Section	Service	Monitoring Method	Standard Deviation	Deductions/Fees to be Assessed
SOW: Contractor Project Manager	4.3.6	Contractor shall notify County in writing of any change in name or address of the Project Manager or designated alternate	Inspection and Observation	No more than one (1) missed notification during any six (6) month period.	\$100 per occurrence [Beginning with the 2nd missed notification during any six (6) month period]
SOW: Training	4.9.3	If required by the County, Contractor personnel must attend scheduled County training programs	Observation	No more than one (1) missed meeting during any six (6) month period	\$250 per occurrence
SOW: Call Tracking System	4.10	Contractor shall maintain and provide information via electronically within one (1) business day of request	Submittal of Information	No more than two (2) late requests during any 30-day period	\$100 per occurrence (Beginning with the 3rd request during any 30-day period)
SOW: Service History Report	4.11	Contractor shall provide an electronic Service History Report on a quarterly basis (i.e., October 15, January 15, April 15 and July 15) and within five (5) of request	Submittal of Report	No Deviations	\$200 per occurrence
SOW: Service Request Response	5.4	Level 1 - Contractor shall provide a response within 45 minutes to no more than 60 minutes from the time an SR is placed	Observation	No more than one (1) occurrence during any 30-day period	\$500 per occurrence (Beginning with the 2nd occurrence during any 30-day period.)

EXHIBIT 1

Specific Performance Reference	Specific Section	Service	Monitoring Method	Standard Deviation	Deductions/Fees to be Assessed
SOW: Service Request Resolution	5.4	Level 1 - Contractor resolve within eight (8) hours to no more than 12 hours from the time an SR is placed	Observation	No more than one (1) occurrence during any 30-day period	\$500 per occurrence (Beginning with the 2nd occurrence during any 30-day period.)
SOW: Service Request Response	5.4	Level 2 - Contractor shall provide a response within four (4) business hours to no more than six (6) business hours from the time a SR is placed	Observation	No more than two (2) occurrences during any 30-day period	\$250 per occurrence (Beginning with the 3rd occurrence during any 30-day period.)
SOW: Service Request Resolution	5.4	Level 2 - Contractor shall resolve within one 1() business days to no more than two (2) business days from the time a SR is placed	Observation	No more than two (2) occurrences during any 30-day period	\$250 per occurrence (Beginning with the 3rd occurrence during any 30-day period.)
SOW: Service Request Response	5.4	Level 3 - Contractor shall provide a response within six (6) business hours to no more than eight (8) business hours from the time a SR is placed	Observation	No more than three (3) occurrences during any 30-day period	\$100 per occurrence (Beginning with the 4th occurrence during any 30-day period.)
SOW: Service Request Resolution	5.4	Level 3 - Contractor shall resolve within three (3) business days to no more than four (4) business days from the time an SR is placed	Observation	No more than three (3) occurrences during any 30-day period	\$100 per occurrence (Beginning with the 4th occurrence during any 30-day period.)

EXHIBIT 1

Specific Performance Reference	Specific Section	Service	Monitoring Method	Standard Deviation	Deductions/Fees to be Assessed
SOW: Service Request	8.9	Contractor shall attach a completed SR ticket to each invoice submitted for payment	Submittal of Report	No more than two (2) missed occurrences during any 12 month period.	\$200 per occurrence [Beginning with the 3 rd missed submittal during any 12 month period]
SOW: County Approval of Invoices	10.5.1	Contract shall submit accurate and properly formatted invoices as specified by the 15 th calendar day of the month following the month of repairs	Submittal of Invoices	No more than two (2) missed occurrences during any 12 month period.	\$200 per occurrence [Beginning with the 3 rd missed submittal during any 12 month period]
SOW: Quality Control Plan	13.0	Contractor shall submit a quality control plan within 15 days following Contract award and upon request	Submittal of Report	No Deviations	\$200 per occurrence
SOW: Scheduled Meetings	14.1.1	Contractor shall attend scheduled meetings	Observation Sign-In Sheet	No more than one (1) missed meeting during any six (6) month period	\$250 per occurrence
SOW: Contract Discrepancy	14.2.1	Contractor shall resolve discrepancy within five (5) business days after notification, or a time period mutually agreed upon by the County and Contractor	Inspection and Discrepancy Report	No Deviations	\$100 per occurrence

EXHIBIT 1

Specific Performance Reference	Specific Section	Service	Monitoring Method	Standard Deviation	Deductions/Fees to be Assessed
SOW: Contract Discrepancy	14.2.2	Upon receipt of a formal Contract Discrepancy Report, Contractor shall submit a plan for correction of all deficiencies identified in writing to the TEMS within seven (7) business days	Inspection and Discrepancy Report	No Deviations	\$100 per occurrence
Master Agreement: Record Retention Requirements	8.37	The Contractor shall maintain accurate and complete financial records of its activities and accurate and complete employment and other records relating to its performance of this Master Agreement.	Inspection and Observation	No more than five (5) misplaced records during any inspection during six (6) month period	\$100 per occurrence (Beginning with the 2nd inspection during any six-month period)
Master Agreement: Sub-Contracting	8.39	Contractor shall obtain advance written approval from the County prior to any subcontracting work.	Inspection and Observation	No Deviations	\$200 per occurrence

* **NOTE:** Should fees be assessed, Contractor shall issue a check pursuant to SOW Paragraph 10.6, Refunds and other payments.

**AS-NEEDED SMALL OFFICE EQUIPMENT REPAIR
MASTER AGREEMENTS QUALIFIED CONTRACTORS**

Company Name	LSBE (Y/N)
1. Coast to Coast Business Equipment, Inc.	N
2. E.G. Brennan & Co.	N
3. Intratek Computer, Inc.	N
4. Technofix, Inc.	Y
5. Tek Media Group, Inc.	N
6. Swifttech Technology Solutions, LLC	N

FIRM INFORMATION		Coast to Coast Business Equipment, Inc.	E.G. Brennan & Co.	Intratek Computer, Inc.	Technofix, Inc.	Tek Media Group, Inc.	SwiftTech Solutions, Inc.
Cultural/Ethnic Composition		% of Ownership	% of Ownership	% of Ownership	% of Ownership	% of Ownership	% of Ownership
OWNERS/PARTNERS	Black/African American			16%			
	Hispanic/Latino						20%
	Asian or Pacific Islander						
	American Indian						
	Filipino						
	White	100%	100%	84%	100%	100%	80%
	Female (included above)	1					1
MANAGER	Black/African American						2
	Hispanic/Latino	2	1			1	
	Asian or Pacific Islander	1		2			
	American Indian						
	Filipino						1
	White	2	1	7	3		1
	Female (included above)	1	1	3		1	1
STAFF	Black/African American	2		22		1	
	Hispanic/Latino	4	1	22		2	3
	Asian or Pacific Islander	6		19			3
	American Indian			3			1
	Filipino	1			1	1	1
	White	9	1	63	5	2	
	Female (included above)	6		32	1	0	1
TOTAL # OF EMPLOYEES		29	5	144	9	7	15
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation	Corporation	Corporation
County Certification							
	CBE						
	LSBE					X	
Other Certifying Agency							

Solicitation and Contracting Opportunity Announcements

Bid Number : 104517

Bid Title : As-Needed Small Office Equipment Repair Master Agreement

Bid Type : Service

Department : Internal Services Department

Commodity : MAINT & REPAIR - TYPEWRITER

Open Date : 12/8/2015

Closing Date : Continuous

Bid Amount : \$ 0

Bid Download : [Available](#)

Bid Description : The County of Los Angeles (County) Internal Services Department (ISD) hereby releases this Request For Statement of Qualifications (RFSQ) to solicit Statements of Qualifications (SOQ) from prospective Vendors. The RFSQ process will be used to qualify multiple Contractors to provide as-needed small office equipment repair services to the County. Each Vendor who demonstrates the skills and experience required in the applied-for category/brand; satisfies all insurance requirements; and accepts all of the County's terms and conditions of the As-Needed Small Office Equipment (SOE) Repair Master Agreement will be deemed an Eligible Contractor and will receive an As-Needed SOE Repair Master Agreement with the County.

As County work requirements arise during the term of the As-Needed SOE Repair Master Agreement, Eligible Contractors in the applicable Categories/Brand will be selected to perform under a Master Agreement Service Request. The only compensation made to Eligible Contractors under the Master Agreement will be through satisfactory work performed under such Service Requests.

Contact Name : Krystina Ido

Contact Phone# : (562) 940-3099

Contact Email : kido@isd.lacounty.gov

Last Changed On : 12/8/2015 5:00:40 PM